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7 **COUNSEL FOR DEFENDANTS RUIFENG**
8 **BIZTECH INC.; GANGYOU WANG;**
9 **ALAN LI; AND, RF BIOTECH LLC.**

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 **QUINTARA BIOSCIENCES,**
14 **INC., a California corporation,**

15 Plaintiffs,

16 v.

17 **RUIFENG BIZTECH INC., a**
18 **California corporation,**
19 **GANGYOU WANG, an**
20 **individual, ALEX WONG, an**
21 **individual, ALAN LI, an**
22 **individual, RUI SHAO, an**
23 **individual, and RF BIOTECH**
24 **LLC, a California limited liability**
25 **company,**

26 Defendants.

27 **Case No.: 3:20-cv-04808-WHA**

28 *[Assigned to presiding Article III Senior
District Judge Honorable William Haskell
Alsup]*

**REPLY IN SUPPORT OF THE
PREVAILING PARTIES' NOTICE OF
MOTION AND MOTION/REQUEST
FOR REASONABLE ATTORNEYS'
FEES PURSUANT TO DEFEND TRADE
SECRETS ACT [DTSA] PURSUANT TO
18 U.S.C. § 1836 ET SEQ.; REQUESTS
FOR COSTS INCURRED UNDER FED.
RUL. CIV. PROC. RULE 54 ET SEQ.
DURING THE COURSE OF DEFEND
TRADE SECRETS ACT LITIGATION**

HEARING:

DATE: SEPTEMBER 14, 2023
TIME: 08:00 A.M. PDT
DEP'T: COURTROOM 12, 19TH
FLOOR

**TO THE HONORABLE COURT, ALL PARTIES, AND ATTORNEYS OF
RECORD, HEREIN:**

REPLY

During the pendency of *Ruifeng et al*'s motion, Quintara filed an appeal. Perfecting of which, *stays* any and all civil matters in the federal trial court, and gives the inferior court limited-to-no jurisdiction only to correct some errors. The power of the trial court is suspended to proceed further in the cause when the appeal was perfected.

Supreme Court in *Hovey v. McDonald*, 109 U.S. 150, 3 S.Ct. 136, 140, 27 L.Ed. 888.

However, since the motion is pending and the reply is due August 17, 2023, in the interest of having a fully-briefed motion, Ruifeng *et al* via the undersigned counsel submit the Reply in support of the motion for attorneys' fees.

The attorneys' fees provision of the DTSA provides that,

“a court may, ... if a claim of [trade secret] misappropriation is made in bad faith, which may be established by circumstantial evidence, a motion to terminate an injunction is made or opposed in bad faith, or the trade secret was willfully and maliciously misappropriated, award reasonable attorney’s fees to the prevailing party.” 18 U.S.C. § 1836(b)(3)(D).

Relying on the definition of prevailing party in Black's Law Dictionary, the Honorable Court must conclude "a 'prevailing party' is one who has been awarded some relief by the court." *Id.* at 603, 121 S.Ct. 1835; *Buckhannon Bd. & Care Home v. W. Va. Dep't of Health & Human Res.*, 532 U.S. 598, 605, 121 S.Ct. 1835, 149 L.Ed.2d 855 (2001). The key inquiry is whether some court action has created a "material alteration of the legal relationship of the parties." *Id.* at 604, 121 S.Ct. 1835 (internal quotation marks omitted); *Oscar v. Alaska Dep't of Educ. & Early Dev.*, 541 F.3d 978, 981 (9th Cir. 2008) citing *Buckhannon*, 532 U.S. at 604, 121 S.Ct. 1835.

PEDI V

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1 Procedurally, Quintara has circumvented motion-filing rules repeatedly. It has
 2 tried to squeeze in with font size 12 in a federal briefing when the required font size 14
 3 would have taken Quintara over the page-limit. The Court often overlooks such
 4 transgressions of Quintara and its attorneys. Ruifeng has offered additional pages to
 5 write the opposition, so Ruifeng will not fuss over this issue.

7 Substantively, even after itself *staying* the motion for attorneys' fees, Quintara
 8 continues to ramble on in its Opposition.

10 In making conclusory allegations, Quintara "presented substantial evidence as to
 11 its sole and exclusive ownership of the customer database," *Opp.* at p.2; 1-2, Quintara
 12 concludes that it presented such evidence at trial. Quite the contrary! At trial, there was
 13 overwhelming documentary and testimonial evidence of joint ownership between parties
 14 wherein even Richard Shan and Sue Zhao, agents of Quintara admitted it was a
 15 "collaboration" between parties with a "collaboration agreement" and that Ruifeng paid
 16 Quintara/Ruifeng employees the W-2 even in the year 2019.

19 [*Opening Statement of Plaintiff's Counsel*, pgs. Vol. 2, pg. 243, ln. 1, 7, 10, 18; p.
 20 244, pg. 7, 10, 12, 18, 22; pg. 245 pg. 1, 5; pg. 246, ln. 5

22 "BUT THE COLLABORATION DID NOT END UNTIL 2019."; pg. 307, ln. 5,
 23 "THE COURT: CAN I ASK A QUESTION THAT MAY BE THE JURY IS
 24 WONDERING? I THOUGHT THE WITNESS SAID THERE WAS NO
 25 COLLABORATION AND THE COLLABORATION AGREEMENT NEVER CAME
 26 INTO EFFECT. BUT NOW THE QUESTIONS AND ANSWERS ARE ASSUMING
 27 THAT THE COLLABORATION DID, IN FACT, OCCUR."; pg. 310, ln. 5-9, "YOU
 28 TALKED ABOUT TOWARD THE END OF 2019 THE COLLABORATION WAS
 TERMINATED. NOW I WANT TO GET DETAILS ABOUT THAT. OKAY? SO
 WHEN IN 2019 DID YOU AND MR. WANG FIRST TALK ABOUT ENDING THE

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1 COLLABORATION APPROXIMATELY? A. EARLY IN 2019. PROBABLY SOME
 2 TIME IN Q1.”]
 3

4 These are just selective excerpts of *Volume 2* of the trial transcript. In all five
 5 volumes of the trial, Quintara and its attorneys had reiterated and conceded to
 6 “collaboration” between parties. Thus, they ***knew and should have known*** that this
 7 collaboration as to ownership existed; and, there can be no doubt as to both objective,
 8 and subjective bad-faith in ***wanton, oppressive and harassing conduct*** from Quintara
 9 and its attorneys to litigants and undersigned counsel.
 10

11 Quintara even admitted there was atleast one million dollars (\$1,000,000) that
 12 Ruifeng, specifically, Gangyou Wang, paid Richard and Sue of Quintara. Richard and
 13 Sue then admitted that they bought some equipment such as the Oligo machine with
 14 \$100,000 of Gangyou Wang’s investment.
 15

16 *Shan Cross by Ms. Kamath, Vol. 2, pg. 356, Ln. 10-11,*
 17 “**A. I DON'T EXACTLY REMEMBER WHICH WAS RUIFENG'S, BUT SOME**
 18 **OF THE SEQUENCER PROBABLY WE BOUGHT USING RUIFENG'S MONEY.”**
 19

20 Ln. 19-22,
 21 Q. SO IF THERE WERE EIGHT SEQUENCERS, YOU BOUGHT TWO OF
 22 THEM; RIGHT? A. WE BOUGHT SIX OF THEM, AND PROBABLY RUIFENG
 23 BOUGHT TWO OF THEM.”; pg. 357, Ln. 19-24; 358, 1-5, “Q. YOU STATED
 24 RUIFENG BOUGHT SOME OF THE THAT DNA EQUIPMENT
 25 IN 63. CAN YOU DESCRIBE WHAT IT WAS? A. I THINK PROBABLY DNA
 26 SEQUENCER, BECAUSE THAT'S THE MACHINE THAT WE'RE USING MOST.
 27 Q. SO RUIFENG BOUGHT THE DNA SEQUENCER? A. YES. Q. WITH
 28 RUIFENG'S MONEY?; “A. YES. Q. AND HOW MUCH WAS THAT DNA
 29 SEQUENCER THAT RUIFENG BOUGHT WITH RUIFENG'S MONEY? A. I DON'T
 30 REMEMBER. BUT I THINK A NEW ONE PROBABLY COST 300,000. A USED
 31 ONE, PROBABLY AROUND 100,000.”
 32

REPLY

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1 Sometimes, they characterized this payment as a “loan.” However, it was
 2 undisputed at trial that a payment of atleast \$1,00,000 was made between the years,
 3 December 2013-December 2019. Vol. 2, Pg. 360,
 4

5 “Q. SO THE OLIGO SYNTHESIZER YOU SPENT \$100,000; RIGHT? A. YES. Q.
 6 AND NOW THAT LEAVES 900,000 OF THE MILLION DOLLARS OF THE
 7 ALLEGED LOAN TO YOU; RIGHTS? A. UH-HUH. Q. SO OUT OF THE 900,000,
 WHO WERE THE EMPLOYEES THAT YOU
 8 PAID? A. I DON’T REMEMBER ALL OF THE NAMES, BUT PROBABLY ALAN
 9 LI. Q. ALAN LI YOU STATED? A. YEAH. Q. SO YOU PAID ALAN LI OUT OF
 10 THE 900,000 HIS WAGES; RIGHT? A. YEAH. Q. AND ARE YOU STATING YOU,
 AS IN QUINTARA, PAID ALAN LI HIS WAGES? A. LET ME STEP BACK A
 11 LITTLE BIT. Q. OKAY. A. SO THE MONEY THAT -- THE MONEY WE GOT
 FROM MR. WANG WE ARE USING FOR TWO PURPOSES. Q. UH-HUH.
 12 A. ONE IS THAT WE'RE USING TO PURCHASE SOME LAB EQUIPMENT,
 13 AND ANOTHER IS WE ARE USING TO PAY THE TECHNICIAN WE ALLOCATE
 TO RUIFENG'S PAYROLL SO THAT MR. WANG HAS A SIZEABLE OPERATION
 FOR HIS RUIFENG COMPANY.”

14
 15 Even Quintara Exhibits 406 and 408 that Quintara enlarged in a board had the
 16 words “collaboration” between parties specifically stated on them.

17
 18 The objective bad-faith lies in the fact that Quintara and its attorneys knew and/or
 19 should have known that this payment was made, a collaboration existed, and it spanned
 20 from the years 2013-2019. Yet, in further objective bad-faith, Quintara and its attorneys
 21 continued to misrepresent this entire joint-ownership between parties as an “immigration
 22 sham.”

23
 24 In addition, Quintara, and its agent, Richard and Sue, had “office” and “lab”
 25 locations that coincided from the years 2013-2019 with Ruifeng; worked in Ruifeng’s
 26 DNA lab “across” the street; and, their employees worked in the “office” of Quintara
 27 and “lab” of Ruifeng during those years.

REPLY

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1 It can hardly be a coincidence that both Ruifeng and Quintara were located in
 2 Richmond in the year 2014; then, in South San Francisco in the years 2015-2016; and,
 3 then in Hayward on Investment Boulevard from the years 2017-December 2019.
 4

5 *Vol. 3 Zhao Cross by Ms. Kamath, pg. 449, ln. 15-25; 450, ln. 1-2,*

6 “SO IN RICHMOND IN 2014, RUIFENG AND QUINTARA OPERATED
 7 TOGETHER ON THE SAME CUSTOMER LIST; RIGHT? A. YES. Q. AND THEN
 8 WHEN YOU MOVED TO SOUTH SAN FRANCISCO, RUIFENG AND QUINTARA
 9 THEN WORKED FROM THE SAME CUSTOMER LIST THAT YOU ARE
 10 CURRENTLY USING TODAY; RIGHT? A. YES. Q. AND THEN YOU AND -- OR
 11 RUIFENG AND YOU, UNTIL ABOUT 2019 WHEN THE COLLABORATION
 12 TERMINATED, ALSO USED THE SAME CUSTOMER LIST; RIGHT? A. YES.
 13 BUT THE CUSTOMER LIST ARE VERY DIFFERENT AT THE YEAR 2019
 14 VERSUS 2014 BECAUSE WE KEEP ADDING CUSTOMERS AND SOME
 15 CUSTOMERS LEFT.”

16 The bad-faith lies in the objective standard that Quintara and its attorney had the
 17 afore-stated facts ***prior*** to the commencement of litigation, and even more so ***prior*** to
 18 trial for ***three years***. Quintara and its attorney ***knew, and/or should have known*** that
 19 lease agreements, office/DNA lab addresses, employees’ workplace, and the
 20 collaboration were intermingled and intertwined between the parties. There was no clear
 21 demarcation as to who owned the work-product of Quintara and/or Ruifeng.

22 Subjectively, the facts do not change. Quintara and its attorneys seem to think that
 23 because the legal standard changes from objective to subjective, somehow different facts
 24 have to be pled. No. The same facts can prove both objective/subjective/and/or one or
 25 the other.

26
 27 *Re Jon Berryhill, the retained expert for Quintara, specifically stated under oath*
 28 *that “primarily, Mr. Li” informed him what to look for. Vol. 3, pg. 511, ln. 9-12,*

REPLY

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“Q. OKAY. SO YOU WERE NOT NECESSARILY ON YOUR OWN THINKING YOU WERE LOOKING FOR TRADE SECRETS, BUT ONLY ASSISTING JAMES LI LOOK FOR INFORMATION THAT HE HAD PROVIDED TO YOU IN A LIST?
A. IN A BROAD SENSE, YES.”

Jon Berryhill even testified that he was not any kind of trade secret expert. There was absolutely nothing in Mr. Berryhill's testimony whether he had found "things that look like trade secrets." *Vol. 3, pg. 519: ln.14-18,*

“Q. IS IT POSSIBLE THAT ANY NATURAL PERSON COULD HAVE LOGGED INTO ANY OF THOSE WORKSTATIONS AND SAVED AND/OR CREATED ANY EXCEL SPREADSHEET? A. I HAVE NO INFORMATION ABOUT WHAT INDIVIDUAL USERS MAY HAVE BEEN ACCESSING PARTICULAR MACHINES.”

*Re Sue Zhao, the alleged agent of Quintara, who provided **perjured testimony** under oath that Quintara brought up in the Opposition on pg.14: “customer database at issue was developed by her only when she was employed by Quintara and never when she was being partially paid by Defendants. Id. at 716:16-20 (“Q. The SQL Database that you described yesterday, were you developing it both as Ruifeng and Quintara’s employee in 2019? A. No. I developed the database when I worked for Quintara.”); see also id. at 717:04-22.” It was **clearly proven** that any customers during business development and marketing were a **joint-collaborative effort** of many different individuals, employees, and teams that Quintara and Ruifeng **jointly developed** and created. In fact, most of those employees were **paid by Ruifeng** under its W-2s and those tax documents were produced in court. Ruifeng **Exh. 506 (c)- (d)**. Even Sue testified that she was paid by Ruifeng. *Zhao Cross by Ms. Kamath, Vol. 3, pg. 692 9-25-693:ln. 1-2,**

REPLY

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1 "Q. SO THIS "WE" IS JUST YOU AND RICHARD SHAN?

2 A. NO, DON'T TRY TO MISUNDERSTAND MY WORDING.

3 WHEN I SAY "WE" -- I DON'T SAY I PROCESS DNA SAMPLE. I
4 SAID "WE." AS A COMPANY WE HAVE MANY PEOPLE WORKING, "WE."
5 THAT'S THE WORD THAT WE USE.

6 Q. THAT'S A GREAT, YOU KNOW, LEADERSHIP QUALITY IN YOU. I
7 MEAN, SAYING "WE" IS AMAZING THAT YOU FOCUS ON TEAM AND
8 LEADERSHIP.

9 AND WHO IS THAT "WE"? CAN YOU DESCRIBE WHO THAT "WE" IS?

10 A. SO WE, WHEN WE PROCESS, I MEAN QUINTARA. TECHNICIAN WORK
11 FOR QUINTARA. TECHNICIAN WORK FOR RUIFENG.

12 IF AT THAT PARTICULAR TIME I SEND DNA SAMPLE TO RUIFENG TO
13 BE PROCESSED --

14 Q. OKAY.

15 A. -- THEN IT MAY AT THAT PARTICULAR TIME.

16 Q. SO IT INVOLVES QUINTARA AND IT INVOLVES TECHNICIANS. IT
17 INVOLVES RUIFENG, IT INVOLVES RUIFENG'S TECHNICIANS FROM 2014 UP
18 UNTIL DECEMBER 2019; RIGHT? THAT'S THE "WE"?

19 A. YES, THAT'S THE "WE."

20 *Vol. 4, Zhao Cross by Ms. Kamath, pg. 693 ln. 19-25- pg. 694 ln.1-5;*

21 "Q. FROM 2015 TO END OF 2019, DECEMBER SPECIFICALLY, WAS
22 ALAN LI, WHO HAD THE EMAIL ADDRESS ALAN@QUINTARABIO.COM, ON
23 RUIFENG'S W2?

24 A. THAT IS CORRECT.

25 Q. YET ALAN LI WAS CONSIDERED QUINTARA'S EMPLOYEE; RIGHT?

26 A. ALAN IS A RUIFENG EMPLOYEE. THAT'S THE LAW IS THAT RUIFENG
27 HAS TO PAY ITS EMPLOYEE.

28 Q. SO ALAN LI WAS RUIFENG'S EMPLOYEE?

1 A. YES, BECAUSE HE GET PAID FROM RUIFENG.

2 Q. YET ALAN LI HAD ALAN@QUINTARABIO.COM, AND YOU WORKED
3 WITH ALAN LI ON THE CUSTOMER LIST; RIGHT?

4 A. SO THAT'S PART OF THE COOPERATION, YOU WORK TOGETHER IN A
5 PROJECT, AND THEN YOU GET TO ACCESS, THE SAME PEOPLE HAVE
6 ACCESS TO THE SAME THE PROJECT. THE PROJECT ITSELF, YOU NEED TO
7 HAVE PERMISSION TO ACCESS SO YOU CAN COLLABORATE."

8 The requested amount is extremely reasonableⁱ given the caliber of the
9 biotechnology DTSA trade secret litigation; the multiple parties involved; the DTSA

REPLY

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1 law firm, Buchalter involved with alleged prior trade secret attorney, Dylan Wiseman
 2 (this only incurred over \$2.70 million of attorneys' fees); the number of experts; the
 3 translator; the federal court reporter; as well as the number of sleepless nights,
 4 undersigned counsel had to not only prepare the witnesses for trial, but also to sift, read
 5 and makes notes of each deposition, discovery, and e-mail produced. This included
 6 calling witnesses who were not even at trial such as Henry Hu, Alex Wong, MaryEllen
 7 Sebold, and Haystack ID Rene Novoa. Obviously, Quintara and are attorneys are making
 8 one more **conclusory allegation** that it was 7.70 hours per day. No. It was ten (10) hours
 9 one day; fourteen (14) hours another day; and, then even twenty (20) hours on several
 10 pre-trial and trial days. Such a work pattern for undersigned defense continued for
 11 months, weeks, and days. The days leading upto trial Mr. Gangyou Wang, Mr. Alan Li
 12 and the translator met with undersigned counsel (at her insistence) for over ten (10) hours
 13 per day – each of the litigants and counsel preparing around the clock for the trial.
 14 Quintara and its attorneys think the questions that undersigned counsel was asking came
 15 out of thin air without strategizing, and without reading case-law. Again, no, it came
 16 with undersigned counsel's planning and preparation for the afore-captioned
 17 case/DTSA, as well as reading judicial DTSA guidance, blogs, and even finding Dylan
 18 Wiseman's one article on trade secrets. The undersigned counsel's bill comes with a
 19 declaration (amended) of undersigned counsel, as well as with an administrative motion
 20 of the prior attorney with its bill attached. See also *In re Nat'l Collegiate Athletic Ass'n*
 21 *Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-MD-2541-CW, 2017 WL 6040065,
 22
 23
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REPLY

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1 at *9 (N.D. Cal. Dec. 6, 2017) (approving rates “within the range of \$200 to \$1080
 2 charged by attorneys in California in 2015”); *Nitsch v. DreamWorks Animation SKG*
 3 *Inc.*, No. 14-CV-04062-LHK, 2017 WL 2423161, at *9 (N.D. Cal. June 5, 2017)
 4 (approving rates between \$275 and \$1,200 per hour). Thus, the burden is met.
 5

6 *Very sadly*, for such an experienced attorney and a team of four competent
 7 attorneys, Quintara and its attorneys rely on CUTSA, and the California Code. **It,**
 8 **however, does not apply in this case.** DTSA has a federal code, and the federal statute
 9 applies. The standard for DTSA was codified in the year 2016. *See Defend Trade Secrets*
 10 *Act of 2016*, Pub. L. No. 114-153, § 2(e), 130 Stat. 376, 381 -82 (May 11, 2016). Only
 11 where the DTSA falls short is when the CUTSA comes in to fill-in-the-gaps. Quintara
 12 fails here, too. For example, California *Civil Code* Section 3426.4 on pg. 9 of the
 13 Qunitara Opposition does **not** apply. That is **not** the standard for DTSA. In the same
 14 vein, “See Gemini Aluminum Corp. v. Cal. Custom Shapes, Inc., 95 Cal. 19 App. 4th
 15 1249, 1261 (2002)” on the same page of the Quintara Opposition does not apply either.
 16 Even when the CUTSA and the DTSA overlap substantially in almost identical ways
 17 and are similar, the CUTSA deviates from the DTSA in very nuanced ways. In this case,
 18 the CUTSA was not pled by Quintara and its attorneys – thus, it does not apply no
 19 matter what degree of similarity there is. Thus, Quintara and its attorneys’ reliance on
 20 CUTSA is flawed in this specific case. The court must determine attorneys’ fees only
 21 under the DTSA legal standard – no matter how tempting it is for the court to go to
 22
 23
 24
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REPLY

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1 CUTSA to explain and justify its reasoning even if the same test is applied in both
2 statutes.

3 At trial, Quintara and its attorneys failed in numerous ways in proving any kind
4 of DTSA claim. Not just ownership.
5

6 *First*, Quintara failed to show protected customer secrets.

7 *Second*, Quintara and its attorneys failed to show reasonable measures to protect
8 those customer-secrets. *Zhao Cross by Ms. Kamath, Vol. 5*, p. 735, ln. 1-4,

9
10 “ON THIS DATABASE, IF YOU WENT ON TO THE SCREEN AND
11 LOOKED AT IT, IS THERE ANY PLACE IN THE ENTIRE DATABASE THAT HAS
12 THE WORD "CONFIDENTIAL"?
13 THE WITNESS: NO.

14 ln. 9-24,

15 “Q. IN THE TITLE -- AND YOU CAN LOOK AT EXHIBIT 313 AS AN
16 EXAMPLE -- ON THE TITLE WHERE IT SAYS DECEMBER-FEBRUARY 2020
17 CUSTOMER LIST, HAVE YOU PLACED WORDS SUCH AS "CONFIDENTIAL"
18 AND/OR "PRIVATE INFORMATION" IN YOUR SQL DATABASE FROM 2015
19 UNTIL THE END OF 2019?

20 A. ON THIS DOCUMENT THERE'S NO CONFIDENTIAL WORDS ON IT.

21 Q. OKAY. AND ANYWHERE WITHIN THIS PARTICULAR DOCUMENT, 313,
22 HAVE YOU MARKED IT AS CONFIDENTIAL AND/OR PRIVATE FROM
23 DECEMBER 2015 TO END OF 2019, DECEMBER?

24 A. SO YOU'RE ASKING WHETHER I MARKED THIS DOCUMENT AS
25 CONFIDENTIAL BETWEEN A TIME PERIOD?

Q. YES.

A. AND WHETHER I HAVE THE KEY WORDS OF CONFIDENTIAL ON THIS
DOCUMENT?

Q. CONFIDENTIAL AND/OR PRIVATE?

A. NO.”

Third, Quintara and its attorneys failed to show whether the customer list would
be inevitably disclosed. *Zhao Cross by Ms. Kamath, Vol. 5*, Pg. 737, ln. 13-21,

REPLY

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1 "THE WITNESS: SHE'S ASKING ME WHETHER SOMEONE CAN READ THIS
 2 DOCUMENT. IS THAT THE QUESTION? ANYONE COULD HAVE READ THIS
 3 DOCUMENT.

4 BY MS. KAMATH: Q. ANYONE COULD HAVE READ THE DOCUMENT. OKAY.
 5 AND THEN ONLY TO MODIFY AND/OR EDIT THIS DOCUMENT THE
 6 EMPLOYEES OF RUIFENG AND/OR QUINTARA WOULD HAVE HAD TO
 7 CLICK ON ENABLE EDITING AND THEN EDIT THE DOCUMENT; RIGHT?
 8 A. YES, THAT'S WHAT I SAY."

9
 10 *Fourth*, Quintara and its attorneys failed to identify its alleged "trade secrets".
 11 There was constant confusion from Quintara and its attorneys whether it was a
 12 December 2019-February 2020 customer excel spreadsheet, and/or whether it was some
 13 kind of SQL database. Quintara Exhibits 311, 313, 316, and/or 317. Funnily, neither the
 14 spreadsheet, nor the SQL database was protected with reasonable measures by Quintara
 15 and/or its agents.

16 *Fifth*, Quintara and its attorneys did not establish that any type of NDA, privacy
 17 policy, and/or confidentiality agreement existed that Gangyou Wang and Alan Li had
 18 signed and executed at any time from the years 2013-2019. Even between Ruifeng, and
 19 Quintara there was no NDA. [Vol. 2, pg. 352; ln. 23-25- pg. 353: ln. 1-2, *Shan Cross by*
 20 *Ms. Kamath*,

21 "YOUR ANSWER ON PAGE 164, LINE 23 IS, "I DON'T REMEMBER WE HAVE
 22 ANY DOCUMENT PREVENT RUIFENG FROM COMPETING WITH
 23 QUINTARA." THAT IS YOUR ANSWER. DO YOU STAND BY THAT
 24 STATEMENT? A. YES.]

25 *Sixth*, and ultimately, the jury wisely decided that the entire matter turned on the
 26 issue of "ownership". That Quintara and its attorneys failed to prove with a
 27 preponderance of the evidence that Quintara allegedly owned the alleged and
 28

REPLY

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1 enforceable trade secret. [W]here [an] employer has expended time and effort
 2 identifying customers with particular needs or characteristics," such information is a
 3 trade secret. *Morlife, Inc. v. Perry*, 56 Cal.App.4th 1514, 1521 (1997). However,
 4 Quintara and its attorney failed to establish who was the "employer" *Morlife, supra*
 5 based on the W2s produced of salary payments, as well as the testimonial evidence of
 6 Sue and Richard's admissions that Gangyou Wang and Ruifeng paid each of their
 7 salaries. *Zhao Cross by Ms. Kamath*, Vol. 3, pg. 693, ln. 5-7:

10 "FROM JANUARY 2014 TO DECEMBER 2019, SEVERAL EMPLOYEES OF
 11 QUINTARA WERE UNDER RUIFENG'S W2; RIGHT? A. THAT IS CORRECT."

12 *Seventh*, and conveniently, Quintara and its attorneys, after three years of
 13 litigation in bad-faith and with ill-will dropped the "vendor database" alleged trade
 14 secret at the final pre-trial conference on June 28, 2023, because Quintara and its
 15 attorneys knew, and/or should have known that there was no trade secret there either.

16
 17 *Eighth*, Quintara and its attorneys did not describe with "sufficient particularity"
 18 the alleged trade secret, and/or to permit the defendant "to ascertain at least the
 19 boundaries within which the secret lies." *Vendavo, Inc. v. Price f(x) AG*, No. 17-cv-
 20 06930-RS, 2018 WL 1456697, at *4 (N.D. Cal. Mar. 23, 2018) (citations omitted).
 21 Quintara and its attorneys - whether it was the direct of Jon Berryhill, and/or the
 22 questions related to the excel spreadsheet from December 2019-February 2020 - were
 23 vague, ambiguous, and constantly conflating the several isolated alleged customer
 24 secrets. "[Allegations that set out purported trade secrets in broad, categorical terms that
 25 are merely descriptive of the types of information that generally may qualify as

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1 protectable trade secrets are insufficient to state a claim.” *Cisco Sys., Inc. v. Chung*, 462
 2 F.Supp.3d 1024, 1048 (N.D. Cal. 2020) (internal quotation marks and quotation omitted)
 3 (emphasis in original).
 4

5 Other courts have decided,

6 “[a]fter surveying several cases, the Honorable Phyllis Hamilton identified
 7 the following allegations as insufficiently specific to allege a trade secret:

- 8 • Allegations of “source code, customer lists and customer related information,
 9 pricing information, vendor lists and related information, marketing plans and
 10 strategic business development initiatives, ‘negative knowhow’ learned through
 11 the course of research and development, and other information related to the
 12 development of its price-optimization software, including ideas and plans for
 13 product enhancements.” *Vendavo*, 2018 WL 1456697, at *3-4.
- 14 • Allegations of “data on the environment in the stratosphere” and “data on the
 15 propagation of radio signals from stratospheric balloon-based transceivers.”
 16 *Space Data Corp.*, 2017 WL 5013363, at *2.
- 17 • Allegations of “marketing strategy, product composition, packaging and
 18 manufacturing logistics,” *Five Star Gourmet Foods, Inc. v. Fresh Express, Inc.*,
 19 No. 19-cv-05611-PJH, 2020 WL 513287, at *7 (N.D. Cal. Jan. 31, 2020).
 20 *Cisco*, 462 F.Supp.3d at 1048.” *Cisco, supra*.

21 *Ninth*, Defendants demonstrated during cross that the alleged customer list was
 22 readily ascertainable, and publicly available on search engines such as Google and
 23 public websites. *United States v. Chung*, 659 F.3d 815, 825 (9th Cir. 2011).
 24

25 *Tenth*, Defendants demonstrated that the alleged customer list was not obtained
 26 and acquired via improper means. *Arthur J. Gallagher & Co. v. Tarantino*, 498
 27 F.Supp.3d 1155, 1172 (N.D. Cal. 2020). It was accessible by any employee, and/or any
 28 individual who could sit at the computer at any time from the years 2013-2019.
 Quintara’s witness, Alex Wong, testified as to this open lab policy during cross.

REPLY

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1 In terms of **objective bad-faith** (as elaborated in the Motion), throughout the
2 litigation, Quintara and its attorneys have demonstrated bad-faith. Even until the final
3 pre-trial conference, Quintara’s lead attorney, James Li was confused whether he wanted
4 to include the “vendor database” as a trade secret. The Court admonished James Li that
5 this is a “trick” and James Li would later tell the court that he did not have “enough
6 time.” Prior to this, James Li was trying to find DTSA claims – nine of which were
7 struck by the Court. Even the fraud claim was dismissed. Why James Li could not
8 honestly admit that there was no DTSA claim instead of belaboring the unfounded and
9 frivolous immigration sham issue during settlement conference and later at trial is
10 completely in objective bad-faith. The amount of stress, anxiety and embarrassment that
11 Gangyou Wang had to face because of this falsified “immigration sham” issue that
12 Quintara and its attorney, specifically James Li brought up is willful, malicious and in
13 objective bad-faith. The constant admonishment by the Court related to reporting
14 immigration fraud to the INS and immigration authorities caused great distress to all
15 defendants. Richard even agreed at trial that he is an intelligent individual and he signed
16 the collaboration agreement knowingly. Yet, for Quintara and its attorney to come to the
17 court trial at the federal DTSA, and blatantly misrepresent that the agreement was only
18 a sham puts the objective and subjective bad-faith on Quintara, Richard and Sue. Then,
19 for the attorneys not to dismiss the case when each of them learned of this
20 misrepresentation, and had the evidentiary W-2 tax documents shows objective and
21 subjective bad-faith.
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REPLY

RESHMA KAMATH

1 In terms of subjective bad-faith, (as elaborated in the Motion), clearly, James Li
 2 relies on the settlement conference error of the courtⁱⁱ. Then, James Li submits a perjured
 3 declaration *re* a disturbing falsified COVID-19 non-existent illness – just for James Li
 4 to see what he can get away with the court and mostly white people – and to demonstrate
 5 how he can play the court. He did so successfully for three years with his falsified DTSA
 6 and immigration sham concoction. On pg. 22 of the Opposition, Quintara and its
 7 attorneys concede they acted in bad-faith. Also, as Quintara was losing during trial,
 8 Daniel Peterson knowingly trying to slam the swinging door in the courtroom onto
 9 undersigned counsel while poor Alan Li held it in the knick of time for it not to hurt
 10 undersigned counsel. At the start of the settlement conference, in the hallway seated
 11 alone, James Li acted extremely rude and curt when undersigned counsel took the
 12 initiative to introduce herself as opposing counsel.
 13
 14

15 Accordingly, Defendants as the prevailing party have proven their objective and
 16 subjective bad-faith with specific evidence for attorneys' fees incurred in the DTSA
 17 litigation - not only during trial, and but also pre-trial, and pre-litigation from Quintara
 18 and its attorneys' oppressive, wanton and willfully malicious conduct in harassing
 19 Ruifeng, Gangyou Wang, Alan Li, and RF Biotech LLC.
 20
 21

22 **LAW OFFICE OF RESHMA KAMATH**

23
 24
 25 **DATED: August 17, 2023**

Reshma Kamath

26 Reshma Kamath,
 27 Counsel for Defendants RUIFENG BIZTECH
 28 INC.; GANGYOU WANG; ALAN LI; and, RF
 BIOTECH LLC

REPLY

 RESHMA KAMATH

CERTIFICATE OF SERVICE

F.R.C.P. 5 / C.C.P. § 1013(a)(3), C.C.P. § 1010.6(a)(6) / Cal. R. Ct. R. 2.260.

I am employed in, the County of San Mateo, California. I am over the age of 18, and not a party to this action. My business/mailing address is: 700 El Camino Real, Suite 120, #1084, Menlo Park, California 94025, United States; and, e-mail address is reshmakamath2021@gmail.com for electronic-service. On August 17, 2023, I sent the following documents via the below method of service. SEE ATTACHED SERVICE LIST.

III

REPLY IN SUPPORT OF THE PREVAILING PARTIES' NOTICE OF MOTION AND MOTION/REQUEST FOR REASONABLE ATTORNEYS' FEES PURSUANT TO DEFEND TRADE SECRETS ACT [DTSA] PURSUANT TO 18 U.S.C. § 1836 *ET SEQ.*; REQUEST FOR COSTS INCURRED UNDER FED. RUL. CIV. PROC. 54 *ET SEQ.* DURING THE COURSE OF DEFEND TRADE SECRETS ACT LITIGATION: CERTIFICATE OF SERVICE.

111

Via **ELECTRONIC SERVICE**: In electronically transmitting courtesy copies of the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list per the electronic service agreement between the parties' counsel. To my knowledge, the transmission was reported as complete and without error. [Notice of Electronic-Service pursuant to California Code of Civil Procedure § 1010.6.]

I declare under penalty of perjury of the laws of the State of California, and the laws of the United States of America that the foregoing is true and correct. Executed on August 17, 2023.

Sincerely,
/S/ Reshma Kamath
Reshma Kamath

SERVICE LIST

Daniel Robert Peterson Email: petersond@lilaw.us

Richard D Lambert Email: lambert@lilaw.us

Tamara Rider Email: ridert@lilaw.us

J. James Li Ji Law, Inc. 1905 Hamilton Avenue Suite 200 San Jose, CA 95125

650-521-5956 Fax: 650-521-5955 Email: lij@lijlaw.us

ATTORNEYS FOR PLAINTIFF QUINTARA BIOSCIENCES, INC.

Ting Jiang LiLaw, Inc./Quintara's Legal assistant E: jiangt@lilaw.us

Evelyn Rojase, Tamara Rider's assistant, E: rojase@lilaw.us

EveryH Rejase, Taimur Ridai's assistant, E.. Rejase@mlaw.us

REPLY

RESHMA KAMATH

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9
i “The Court determines the reasonableness of attorneys' fees by calculating a “lodestar” and
“multiplying the number of hours reasonably spent on the litigation by a reasonable hourly
rate.” *McCown v. City of Fontana Fire Dep't*, 565 F.3d 1097, 1102 (9th Cir. 2009). The appropriate
number of hours includes all time “reasonably expended in pursuit of the ultimate result achieved in
the same manner that an attorney traditionally is compensated by a fee-paying client for all time
reasonably expended on a matter.” *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983) (citations and
quotation marks omitted). However, in calculating the lodestar, “the district court should exclude
hours ‘that are excessive, redundant, or otherwise unnecessary.’” *McCown*, 565 F.3d at
1102 (quoting *Hensley*, 461 U.S. at 434). Although district judges “need not, and should not, become
green-eyeshade accountants,” *Fox v. Vice*, 563 U.S. 826, 838 (2011), the court should provide some
indication of how it arrived at its conclusions, *see Moreno v. City of Sacramento*, 534 F.3d 1106,
1111 (9th Cir. 2008) (“When the district court makes its award, it must explain how it came up with
the amount.”). This Court's local rules elaborate on factors the Court shall consider:

10 In fixing an award of attorneys' fees in those actions in which such an award is appropriate, the Court
will consider the following criteria:

11
12 (1) the time and labor required of the attorney(s);
13 (2) the novelty and difficulty of the questions presented;
14 (3) the skill required to perform the legal service properly;
15 (4) the preclusion of other employment by the attorney(s) because of the acceptance of the action;
16 (5) the customary fee charged in matters of the type involved;
17 (6) whether the fee contracted between the attorney and the client is fixed or contingent;
18 (7) any time limitations imposed by the client or the circumstances;
19 (8) the amount of money, or the value of the rights involved, and the results obtained;
20 (9) the experience, reputation, and ability of the attorney(s);
21 (10) the "undesirability" of the action;
22 (11) the nature and length of the professional relationship between the attorney and the client;
23 (12) awards in similar actions; and
24 (13) such other matters as the Court may deem appropriate under the circumstances.

25 E.D. Cal. Local R. 293(c). On balance, the above factors favor the conclusion that Pharmaniaga's fee
request is reasonable.

26 *E*HealthLine.com v. Pharmaniaga Berhad* (E.D. Cal., July 14, 2023, 2:18-cv-01069-MCE-EFB)
27 [pp. 8-9]"

28 ii

29 Wed, Nov 23, 2022,

30 9:22 PM

31 **Rose Maher <Rose_Maher@cand.uscourts.gov>**

32 to chenc@lilaw.us, lij@lilaw.us, me

33 Hello Counsel:

34 I will schedule this Settlement Conference for 4/26/2023 at 10:00 a.m. by Zoom.

35 REPLY

36  RESHMA KAMATH

1 I will issue and Order scheduling it.

2 Rose, Judge Hixson's CRD

3 Rose Maher, Courtroom Deputy to
4 The Honorable Thomas S. Hixson
5 United States District Court
Northern District of California
6 450 Golden Gate Avenue
San Francisco, CA 94102
7 Phone: 415-522-4708
Email: Rose_Maher@cand.uscourts.gov

8
9 R

10 Wed, Nov 23, 2022,
11 [Rose Maher <Rose_Maher@cand.uscourts.gov>](mailto:Rose_Maher@cand.uscourts.gov) 9:35 PM
12 to chenc@lilaw.us, lij@lilaw.us, me

13 Counsel:

14 Attached is the Settlement Conference Order scheduling it for 4/26/2023 at 10:00 a.m., by
Zoom

15
16 Thank you, Rose

17 Rose Maher, Courtroom Deputy to
18 The Honorable Thomas S. Hixson
United States District Court
19 Northern District of California
450 Golden Gate Avenue
20 San Francisco, CA 94102
Phone: 415-522-4708
Email: Rose_Maher@cand.uscourts.gov

21
22 **From:** chenc@lilaw.us <chenc@lilaw.us>
Sent: Friday, November 18, 2022 6:18 PM
To: Rose Maher <Rose_Maher@cand.uscourts.gov>
Cc: lij@lilaw.us; Reshma Kamath <reshmakamath2021@gmail.com>
Subject: 3:20-cv-04808-WHA Quintara Biosciences, Inc. v. Ruifeng Biztech Inc. et al.
Plaintiff's report re availability for settlement conference

23
24
25
26 CAUTION - EXTERNAL:
27
28

REPLY

 RESHMA KAMATH

1
2 **CAUTION - EXTERNAL EMAIL:** This email originated outside the Judiciary. Exercise caution when
opening attachments or clicking on links.
3

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5 **One attachment • Scanned by Gmail**
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7 3:20-cv-04808-WHA Quintara Biosciences, Inc. v. Ruifeng Biztech Inc. et al.
8

9 RESHMA KAMATH
10

11 **Tue, Apr 18,**
12 **5:58 PM**

13 **Reshma Kamath <reshmakamath2021@gmail.com>**

14 to TSHSettlement

15 Dear Clerk:

16 Please see attached:
17

18 **DEFENSE SETTLEMENT CONFERENCE STATEMENT**

19 Sincerely,
20

21 *Reshma Kamath*

22 **Law Office of Reshma Kamath**

23 Counselor-at-Law | 2022 Elite Lawyer | Lawyers of Distinction

24 Address: Law Office of Reshma Kamath

25 700 El Camino Real Suite 120, #1084, Menlo Park, CA 94025

26 Phone: 650 257 0719 | E-mail: reshmakamath2021@gmail.com |

27 LinkedIn: www.linkedin.com/in/globalcitizenwithjd/ |

28 Website: www.myinstalawyer.com |



29 **RESHMA KAMATH**
30 WWW.MYINSTALAWYER.COM



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34 recipient, please contact the sender and destroy all copies of the communication. Thank you for your cooperation. To ensure
35 compliance with Internal Revenue Service Circular 230, we inform you that any tax advice contained in this communication is
36

37 **REPLY**

38 **RESHMA KAMATH**

1 not intended or written to be used, and cannot be used for the purpose of (1) avoiding penalties under the Internal Revenue
2 Code or (2) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

3 **One attachment • Scanned by Gmail**

4 **MAGISTRATE JUDGE THOMAS S. HIXSON**

5 San Francisco Courthouse, Courtroom E —15th Floor
6 450 Golden Gate Avenue, San Francisco, CA 94102

7 Log-in Information

8 **A. Non-Public Hearings [Settlement Conferences]**

9 The court will use Zoom Meetings (as opposed to Zoom Webinars) for settlement
10 conferences and other non-public hearings. To join a meeting, click on the link below. You
11 will initially enter a “waiting room” and will be admitted into the meeting by court staff.

12 [https://cand-](https://cand-uscourts.zoomgov.com/j/1603176589?pwd=MHBxcJZbWdHWUlDaUhSUFVhZGNIdz09)
13 [uscourts.zoomgov.com/j/1603176589?pwd=MHBxcJZbWdHWUlDaUhSUFVhZGNIdz09](https://cand-uscourts.zoomgov.com/j/1603176589?pwd=MHBxcJZbWdHWUlDaUhSUFVhZGNIdz09)
14 Meeting ID: 160 317 6589
15 Password: 260711

16 (1) **Join a Meeting by Phone or Other Connection**

17 Phone: (669) 254 5252
18 International numbers: <https://cand-uscourts.zoomgov.com/u/aRANolBV0>
19 H.323: 161.199.138.10 (US West) or 161.199.136.10 (US East)
20 SIP: 1603176589@sip.zoomgov.com

21 Sincerely,

22 Reshma Kamath

23 Law Office of Reshma Kamath

24 

25 **Reshma Kamath <reshmakamath2021@gmail.com>**

26 Wed, Apr 26,
27 9:06 AM

28 to Rose

29 Ms. Maher,

30 I will be appearing via the Zoom link for settlement conferences. The
31 clients will be there in-person. Please notify the Magistrate Judge
32 Hixson. Thank you.

33 REPLY

34  RESHMA KAMATH

1
2 Sincerely,
3
4 *Reshma Kamath*

5 **Law Office of Reshma Kamath**

6 Counselor-at-Law | 2022 Elite Lawyer | Lawyers of Distinction
7 Address: Law Office of Reshma Kamath
700 El Camino Real Suite 120, #1084, Menlo Park, CA 94025
8 Phone: 650 257 0719 | E-mail: reshmakamath2021@gmail.com |
LinkedIn: www.linkedin.com/in/globalcitizenwithjd/ |
9 Website: www.myinstalawyer.com |



10

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15 compliance with Internal Revenue Service Circular 230, we inform you that any tax advice contained in this communication is
16 not intended or written to be used, and cannot be used for the purpose of (1) avoiding penalties under the Internal Revenue
17 Code or (2) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

18 A small version of the Reshma Kamath logo.

19 **Wed, Apr 26,**
20 **Reshma Kamath <reshmakamath2021@gmail.com>** **10:05 AM**

21 to Rose

22 Ms. Maher,

23 I have logged in via Zoom. Please allow me to appear for non-public hearing for settlement.
Quintara v. Ruifeng matter.

24 Sincerely,

25 Reshma Kamath

26 **Law Office of Reshma Kamath**

27 REPLY

28 RESHMA KAMATH

1 RESHMA KAMATH

2

3 Reshma Kamath <reshmakamath2021@gmail.com>

4 to Rose

5 Wed, Apr 26,
6 11:21 AM

7 Please bring this to the Judge's attention.

8 Sincerely,

9 *Reshma Kamath*

10 **Law Office of Reshma Kamath**

11 Counselor-at-Law | 2022 Elite Lawyer | Lawyers of Distinction

12 Address: Law Office of Reshma Kamath

13 700 El Camino Real Suite 120, #1084, Menlo Park, CA 94025

14 Phone: 650 257 0719 | E-mail: reshmakamath2021@gmail.com |

15 LinkedIn: www.linkedin.com/in/globalcitizenwithjd/ |

16 Website: www.myinstalawyer.com |



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Code or (2) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

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REPLY

RESHMA KAMATH